

केंद्रीय लोक निर्माण विभाग  
और  
राष्ट्रीय कृषि और ग्रामीण विकास बैंक  
के बीच  
समझौता ज्ञापन

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**CENTRAL PUBLIC WORK DEPARTMENT  
AND  
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**



SAHDEV RASTOGI  
Dy. Director General (Works)  
Dir. General, C.P.W.D.  
Ministry of P.W.D., New Delhi-11





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CENTRAL PUBLIC WORKS DEPARTMENT  
AND  
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT**

This Memorandum of understanding, is made at Delhi on this 11<sup>th</sup> day of Jan 2024 between National Bank for Agriculture and Rural Development (hereinafter called 'NABARD') which shall mean and include its administrators, executors, successors and assignees on ONE PART, herein represented by Shri P. K. Bhardwaj, CGM, who is authorised by NABARD to sign this MOU on its behalf and CENTRAL PUBLIC WORKS DEPARTMENT, MINISTRY OF HOUSING AND URBAN AFFAIRS, UNION OF INDIA, having their office at NIRMAN BHAVAN, NEW DELHI, (herein after called 'CPWD') which shall mean and includes their administrators, executors, successors, and assignee on the OTHER PART, herein represented by ADG (NAB) who is authorised to sign this MoU.

WHEREAS NABARD intends to engage CPWD for its upcoming project of construction of office building cum residential complex, upgradation work etc. at various locations across the country including maintenance of building constructed by CPWD.

AND

WHEREAS the CPWD has agreed to carry out the above work for NABARD as "Deposit Work".

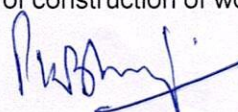
NOW IT IS AGREED BETWEEN THE PARTIES TO THIS MoU AS UNDER:

**1. DEFINITIONS:**

In this MoU, except where the context otherwise requires, the following terms/phrases shall have the meanings assigned here under.

- 1.1. "Administrative Approval (AA)" shall mean the acceptance of the proposals of CPWD by NABARD.
- 1.2. "Designated Officer shall mean, the officer or officers designated as such by NABARD and CPWD for communication in relation to this MOU. Either party may change the designated officer/s by adding/removing the names of officers with prior notice to other party.
- 1.3. "Enabling Estimate" shall mean the estimate of cost prepared by the CPWD for doing the enabling works like the setting up of CPWD's site office, Soil Investigation, Digital Site Survey, tree survey, engagement of consultant(s) etc., which are required to be done before the start of construction of work.



  
मुख्य महाप्रबंधक  
P. K. Bhardwaj  
Chief General Manager

  
**SANJEEV RASTOGI**  
Dy. Director General (Works)  
Dte. General, C.P.W.D.  
Nirman Bhawan, New Delhi-11



- 1.4. "Project Architect" shall mean the firm/s of Architects and other Consultants of all descriptions, engaged by CPWD/NABARD, for obtaining comprehensive Architectural services, structural and other services for implementation of the project.
- 1.5. "Preliminary Estimate (PE)" shall mean the estimate of cost on the basis of CPWD Plinth Area rates (PAR) and market rates for items where PAR rates are not applicable, and Preliminary Architectural Designs and Plans.
- 1.6. "Detailed Estimate" shall mean the estimate of cost prepared by adopting CPWD methodology and using the then prevailing market rates after satisfactory completion of the detailed Architectural Planning and Designing, detailed Structural Designing, detailed Designing of all the Building Services, etc.
- 1.7. "Departmental Charges" shall mean the charges to be paid by NABARD to CPWD for the work/s as applicable as per CPWD works Manual-2022 and SOP-2022 or as amended up-to date.
- 1.8. "Expenditure Sanction" (ES) shall mean sanction of the expenditure for the purpose of the project under this MOU by NABARD.
- 1.9. "CONTRACTOR" shall mean Contractor or Contractors or suppliers or agencies employed / engaged by CPWD for carrying out the project works/jobs/tasks or any other connected works/jobs/tasks under this MOU.
- 1.10. "Actual cost of the project"
  - (i) Shall include the following:
    - (a) All the final payments made to the Contractor/s, contingent expenditure chargeable to the project, all the materials including testing charges, cost of labor, and all other charges, fees, welfare cess, Goods and Services tax, or any other tax, being in force or which may come into force or be amended (both + or -) during the execution of the Project, as applicable to the execution of works/jobs/tasks and including pre-project expenditure like site survey, soil testing related to the project as certified by CPWD.
  - (ii) The actual cost of the project shall not include the following for the purpose of calculation of CPWD's Departmental Charges:
    - (a) Cost of land.
    - (b) Cost paid by the NABARD to local Government or any other statutory body or bodies for getting approval for the project like Electricity Board, Deposits for Electrical connection charges, Water Supply connection Storm Water Drainage/Sewer Connection, Charges to be paid for obtaining Fire NOC, Charges to be paid for Environmental Clearance, Charges to be paid for obtaining Building permissions and Commencement Certificate and any other permissions/certificates etc., other required Statutory deposits/payments to be made by the NABARD, etc.



*[Signature]*  
 पी. के. भारद्वाज  
 मुख्य महाप्रबंधक  
 P. K. Bhardwaj  
 Chief General Manager

*[Signature]*  
**SANJEEV RASTOGI**  
 Dy. Director General (Works)  
 Dte. General, C.P.W.D.  
 Nirman Bhawan, New Delhi-11




- ## 2. RESPONSIBILITIES OF CPWD.

- OR

2.2. CPWD shall be responsible for the structural stability, quality, and aesthetics of the buildings except for the case in which Project architect is engaged by NABARD. However, in all cases, CPWD shall be responsible for good workmanship and quality of work.

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पा. नं. १०४६/१९  
मुख्य सहायक  
P. K. Bhardwaj  
Chief General Manager


  
**SANJEEV RASTOGI**  
 Dy. Director General (Works)  
 Dte. General, C.P.W.D.  
 Nirman Bhawan, New Delhi-11



- 2.7. CPWD shall obtain all the required statutory approvals and clearances from appropriate statutory authorities, departments concerned of the Central / State Government for the project prior to execution, during execution and after completion as required, on behalf of NABARD, for which necessary assistance, such as providing title deeds and other documents/drawings, shall be provided by NABARD.
- 2.8. CPWD shall prepare all architectural, mechanical-electrical-plumbing (MEP) services and structural drawings, bill of quantities, specifications, and tender documents based on the approved preliminary drawings for execution of work and submit the same to NABARD for information. Observations made by NABARD, if any, shall be incorporated by CPWD for making necessary changes. If required, the structural design and drawings shall be got proof checked from reputed Institutions like IITs/ NITs with the mutual agreement of CPWD and NABARD before tendering. The technical sanction shall be accorded by CPWD.
- 2.9. The tender document for design, supply, installation, testing and commissioning of equipment(s) like electrical, mechanical, HVAC, Security, IT related and other special installations, etc. shall also contain the provisions of maintenance of equipment during warranty period as also the maintenance of equipment during post warranty period under Comprehensive Annual Maintenance Contract(CAMC)/ Annual Maintenance Contract(AMC)as the case may be, by a way of bi-partite agreement between NABARD and respective service provider along with adequate performance Bank Guarantee. Period and terms and conditions of Comprehensive Annual Maintenance Contract (CAMC)/ Annual Maintenance Contract (AMC) shall comes into force after the Defect Liability Period (DLP) is over.
- 2.10. CPWD shall inform NABARD about the Pre-bid meetings for participation of its representative.
- 2.11. CPWD shall carry out the tender process i.e., invitation of tender, scrutiny, award of work etc., confirming to Manual, GFR, CVC guidelines. The copy of the Notice Inviting Tender shall also be sent to NABARD for release on the NABARD's website. The final decision on the award of the work shall be in the scope of CPWD.
- 2.12. CPWD shall submit accepted tender cost with all details for information to NABARD. A copy of the agreement executed with the contractor shall be forwarded to NABARD for information and record.
- 2.13. CPWD shall take possession of the plot from NABARD for carrying out the work. If so required, CPWD shall carry out demolition of existing buildings and disposal of debris/scrap with the approval of NABARD. After taking possession of the plot the security of the plot shall be ensured by CPWD.
- 2.14. CPWD shall complete the work within the approved programme for completion of project. The completion time for construction work shall be reckoned from the date of approval of



  
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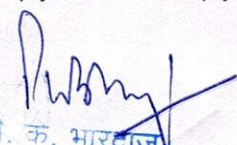





building plans by the local statutory authorities or handing over of the site by NABARD, whichever is later. In case there is any delay due to factors beyond the control of CPWD, the programme for completion of the project work shall be suitably modified with the approval of NABARD.

- 2.15. CPWD shall make all efforts to complete the project within the Expenditure Sanction (ES) given by NABARD. Any likely cost overrun shall be intimated, with justification thereof, to NABARD for approval before incurring additional expenditure beyond ES. CPWD shall submit a revised estimate with full justification to NABARD if the actual expenditure on the work exceeds by more than 10% of AA/ES amount.
- 2.16. CPWD shall depute a Project Management team including day-to-day supervision of work by providing a competent team as per CPWD standards to ensure execution of work as per prescribed drawings, specifications, guidelines, regulations, and timely completion.
- 2.17. CPWD shall ensure quality assurance and quality control of work including testing of material through reputed laboratories as per IS/ relevant codes.
- 2.18. CPWD shall consult NABARD in finalization of finishing items, color schemes etc.
- 2.19. CPWD shall keep NABARD informed of the physical and financial progress of the project at monthly intervals in the agreed format.
- 2.20. CPWD shall inform NABARD before carrying out changes from approved drawings/requirements.
- 2.21. CPWD shall hand over the completed building to NABARD i.e. with Occupation Certificate, all service connections, licenses, permissions, handing over of various equipment along with Comprehensive Annual Maintenance Contract (CAMC)/ Annual Maintenance Contract (AMC), (if applicable with respect of the work) and a set of completion drawings, service plans, complete list of inventories etc.
- 2.22. CPWD shall finalize accounts including liquidated damages, if any etc., and intimate the final cost of the work to NABARD within 12 months of completion of project work and shall return the balance amount to NABARD if the amount deposited by NABARD is more than the actual cost of the project work. CPWD will also provide the detailed break-up of final cost(form-65). Compensation levied by CPWD against the contractor, if any, for delayed completion of any work under the project shall be credited to the account of NABARD.
- 2.23. The defect liability period shall be 12 months from the date of completion of the project. CPWD shall also ensure smooth transmission of AMC contracts for various services and amenities on demand by NABARD with the approval of Preliminary Estimate (PE).
- 2.24. CPWD shall be wholly and solely responsible for any observations /comments/defects observed by any authority including CVC in the planning and procedures of execution of the project. CPWD shall reply to and comply with the observations pertaining to work by Chief



  
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Nirman Bhawan, New Delhi-11





Technical Examiner, Auditor General, Internal Audit of the Ministry of Urban Development and other statutory authorities.

- 2.25. CPWD shall make all efforts for smooth execution of contract with Contractor to avoid any dispute. In case of unavoidable dispute with any of the contracts engaged in execution of the project work, CPWD shall defend all legal proceedings including arbitration proceedings against NABARD. CPWD shall consult NABARD before taking any decision to accept or challenge the arbitration award or order of the court of tribunal. The fund requirement for making payment of all amounts which may be decreed by a court of law tribunal or by award of Arbitration in connection with the court/Arbitration award shall be made available by the client within a time bound as prescribed in the court/Arbitration award promptly irrespective of the fact that client department not being a party before the court tribunal of arbitration(s). Such payment shall be in addition to the payment made to the contractor/s for execution of work and any lapse of such eventually the responsibility shall be borne by the client (NABARD).
- 2.26. CPWD shall comply with the provision of all the Statutes applicable to construction activities including labor laws. CPWD shall act as Principal Employer in respect of all statutory obligations related to the workmen deployed at the site for the execution of the Project.
- 2.27. CPWD shall provide all necessary co-operation for inspection by NABARD's representative(s) or third-party audit appointed by NABARD and shall carry out rectifications, if any, suggested within a period of 30 days from the date of advice.
- 2.28. CPWD shall ensure that the fund deposited by NABARD is utilized on bank's project. The contingencies shall be utilized as per the prevalent CPWD manual & its standard operating procedure (SOP).
- 2.29. CPWD shall undertake the maintenance works of the building that are constructed by CPWD. However, the buildings that not originally constructed by CPWD, and maintenance of Mechanical/Electrical equipment that are not originally procured and installed by CPWD, maintenance of such buildings and installations may be undertaken with prior approval of CE or SDG/ADG.
- 2.30. CPWD shall appoint third party quality audit team if so required by NABARD.

### 3. RESPONSIBILITIES OF NABARD

- 3.1. NABARD shall pay departmental charges as applicable as below or as amended time to time.
- (a) For Construction works costing Rs. 100 crore or more @4% of estimated cost.
- (b) Below 100 crore it shall be @ 5.5% of estimated cost.
- (c) For maintenance works DC shall be @10% of the estimated Cost.



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Dy. Director General (Works)  
Dte. General, C.P.W.D.  
Nirman Bhawan, New Delhi-11



- 3.2. NABARD shall accord Administrative Approval (AA) on the scope of work and requirements given by NABARD to CPWD related to the project.
- 3.3. NABARD shall approve the preliminary drawings & Preliminary Estimate (PE) and accord Expenditure Sanction (ES).
- 3.4. NABARD shall verify the specifications and drawings along with detailed estimates and provide its comments or suggestions, if any, to CPWD, before CPWD invites the tender/s to ensure that its requirements are fully met.
- 3.5. NABARD shall hand over the vacant possession of the plot to CPWD for construction with free of all encumbrances or charges.
- 3.6. NABARD shall provide necessary documents like title deeds and other documents/drawings to CPWD for obtaining necessary statutory approvals and clearances from appropriate statutory authorities, departments concerned of the Central/ State Government.
- 3.7. NABARD shall monitor the work as per the programme for completion of the project work.
- 3.8. NABARD shall accord approval for time and cost overrun for the additional works beyond the scope of AA if reasons and justifications are given by CPWD and provide funds accordingly to complete the work. NABARD shall need to accord ES to the revised estimate if the likely actual expenditure on the work exceeds more than 10% of the ES.
- 3.9. NABARD shall modify time and cost originally approved if it becomes necessary to make changes in the approved drawings or specifications or scope of work on the basis of justification given by CPWD.
- 3.10. NABARD shall provide funds to CPWD for making payments of all amounts which may be decreed by a court of law, tribunal, or by award of an arbitrator in relation to the project, irrespective of NABARD not being a party before the court, tribunal or arbitrator. Such payments shall be made in time bound as prescribed in the Court/Arbitration award and in addition to the payments made to the contractor(s) for execution of work.
- 3.11. NABARD shall allow CPWD, and contractors engaged for execution of project to erect a site office, store yard, labor huts, and ground water extraction facility temporarily near the place of construction, free of cost after obtaining due permissions from local authority(s) as may be required. CPWD/ its contractors shall remove such structures on completion of the project work.
- 3.12. NABARD shall provide security clearance and access to contractor's materials and labor to the site of work. Electricity and water may be allowed from the electricity and water connection on payment of usual charges with prior approval of NABARD.

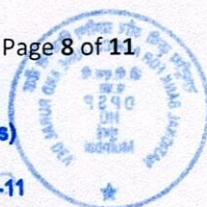
#### 4. GENERAL TERMS AND CONDITIONS.

- 4.1. NABARD & CPWD shall designate a nodal officer each for proper coordination, monitoring and communication.



Chief General Manager

**SANJEEV RASTOGI**  
Dy. Director General (Works)  
Dte. General, C.P.W.D.  
Nirman Bhawan, New Delhi-11



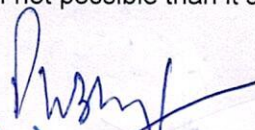



- 4.2. Progress Review Meetings shall be held at least once in a month or if possible, in a quarter which shall be attended by concerned senior officers of CPWD and NABARD.
- 4.3. Any differences between NABARD and CPWD shall be resolved mutually through discussions in the meetings between Authorized Representative NABARD, and Chief Engineer CPWD.
- 4.4. CPWD shall not assign or transfer or part with any of the rights or duties or obligations wholly or in part under this agreement without prior consent of the NABARD. However, for all practical purposes CPWD shall remain solely responsible to NABARD for satisfactory and timely completion of the project.
- 4.5. The CPWD has no funds of its own for investing in the project/work. The NABARD should, therefore, ensure that adequate funds are available with CPWD for executing the work. In case, the NABARD fails to provide funds as per requirements, it may be necessary for CPWD to suspend/abandon the work. In such eventualities, the NABARD shall bear all the consequences arising out of such stoppage/abandonment of work including claims of contractor(s) for compensation/damages.

## 5. PAYMENT TERMS

- 5.1. NABARD shall release the payment for the enabling estimate when so required based on CPWD demand.
- 5.2. NABARD shall accord A/A and E/s to preliminary estimate submitted by CPWD and release the funds as follows-
- a. The initial deposit @10% of the estimated amount for the estimated cost up-to Rs. 200 crore.
  - b. For estimated cost work more than Rs. 200 crore, the initial deposit shall be Rs. 20 Crore + 5% of the estimated cost beyond Rs. 200 crore.
  - c. The initial deposit shall be deposited soon after accord of AA and E/S.
  - d. The balance amount shall be deposited in installments within 15 days of the requirement.
  - e. The deposit of 2.5% shall be retained by CPWD as a reserve for adjustment against last portion of the estimated expenditure.
- 5.3. Where delays are experienced in obtaining deposit or where the expenditure has to be incurred out of the reserve to keep the work going, the matter shall be taken up immediately with the client department. No liability shall be incurred beyond the deposit received under any circumstances and steps shall be taken to foreclose the contract if deposit is not received within a reasonable time assessed by Engineer-in Charge.
- 5.4. For maintenance and Construction works costing up to Rs. 10crore funds shall be provided in one go or if not possible than it shall not be more than 2(two) installments.



  
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Chief General Manager

  
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Dy. Director General (Works)  
Dte. General, C.P.W.D.  
Nirman Bhawan, New Delhi-11





## 6. REDRESSAL OF DISPUTES

- 6.1. If case of any dispute between the parties herein, the same shall be resolved amicably by mutual consensus. In case not arriving at a consensus the same shall be referred to the redressal mechanism available for dispute resolution between the department under Govt. of India.

## 7. TERMINATION OF MoU.


- 7.1. This MoU shall be valid for a period of 5(five) years for the date of signing the MoU and can be extended further with mutual consent of both the parties.
- 7.2. Either party may terminate this MoU after a notice of two months. If NABARD decides to terminate this MoU or abandon the work, it shall pay to CPWD the expenditure incurred/liability pending on the project. If the MoU is terminated by CPWD, no compensation shall be payable to NABARD, but the accounts shall be settled by CPWD and refund balance deposit, if any, after incurred all the liability.
- 7.3. In case Contractor terminates the contract, CPWD shall ensure completion of the balance work through other contractor as per CPWD procedure.

## 8. AMENDMENTS

Any of the terms or conditions of this MoU may be amended or modified by mutual consent of both the parties by executing another MoU or supplementary MoU or exchange of letters.

IN WITNESS WHEREOF, the parties signify this MoU by the signatures of their duly authorized representatives.

For & on behalf of CPWD


  
**SANJEEV RASTOGI**  
Dy. Director General (Works)  
Dte. General, C.P.W.D.  
Nirman Bhawan, New Delhi-11

Witness 1

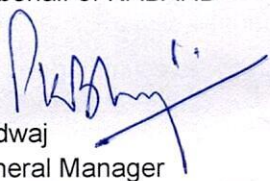
Signature

Name:

Designation:

  
**विवाकर अग्रवाल**  
निदेशक (सी. एवं कार्यप्रणाल्य)  
Din (P.W.A), CPWD

For & on behalf of NABARD

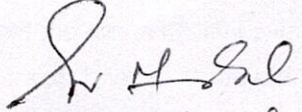
  
P.K. Bhardwaj  
Chief General Manager  
DPSP-Head Office, NABARD

Witness 1


Signature


Name:

Designation:

  
G.K. Mandal  
GM, NABARD, Mumbai



  
P.K. Bhardwaj  
Chief General Manager

  
**SANJEEV RASTOGI**  
Dy. Director General (Works)  
Dte. General, C.P.W.D.  
Nirman Bhawan, New Delhi-11





Witness 2

*Shriminas*

Signature

Name: *Shriminas Meena*

Designation: *EE (P&WA) - I*

Date:

Place:

*श्रीनिवास मीना*  
*नया दिल्ली*  
*कॉन्स्ट्रक्शन अभियन्ता (परि. एवं का. प्रशा.) - I*  
*महाविदेशालय, सी.पी.डब्ल्यू.डी.,*  
*निर्माण भवन, नई दिल्ली*



*P. K. Bhardwaj*  
पी. के. भारद्वाज  
मुख्य महाप्रबंधक  
P. K. Bhardwaj  
Chief General Manager

Witness 2

*M. K. Gupta*

Signature

Name: *M. K. Gupta*

Designation: *Dy. General Manager*

*Sanjeev Rastogi*

**SANJEEV RASTOGI**  
Dy. Director General (Works)  
Dte. General, C.P.W.D.  
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